

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN  
BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT  
AND  
THE POCANTICO SCHOOL DISTRICT**

WHEREAS, the Briarcliff Manor Union Free School District, hereinafter “Briarcliff UFSD,” and the Pocantico Hills Central School District, hereinafter “Pocantico Hills CSD,” are public school districts operating under the laws of the State of New York; and,

WHEREAS, pursuant to the provisions of Article 5-G of the General Municipal Law of the State of New York, Briarcliff UFSD and Pocantico Hills CSD are authorized to enter into the Shared Transportation Agreement described herein; and

WHEREAS, Briarcliff UFSD contracts for transportation through Briarcliff Bus Co., Inc. and,

WHEREAS, Pocantico Hills CSD is seeking to transport a student to and from the Hackley School in Tarrytown, NY for the remainder of the 2017-18 school year; and

WHEREAS, Briarcliff UFSD, in accordance with the competitive bidding requirements of Section 103 of the General Municipal Law of the State of New York, entered into a contract for transportation services with Briarcliff Bus Co., Inc. for the transportation of one or more Pocantico Hills CSD students to the Hackey School in Tarrytown, NY (“Hackley”) during the 2017-18 school year and there is room in such conveyance for one or more additional students; and

WHEREAS, Briarcliff UFSD and Pocantico Hills CSD wish to enter into a shared transportation agreement regarding transportation to Hackley, which is deemed to be in the best interests of both school districts; and

WHEREAS, Briarcliff UFSD and Pocantico Hills CSD desire to set forth certain terms and conditions permitting the child to be transported on a Briarcliff UFSD bus;

NOW THEREFORE in consideration of the above, and the terms of this agreement, it is hereby agreed as follows:

1. Term – The term of this agreement shall be from September 1, 2017 through June 30, 2018 in accordance with the terms hereof.
2. Briarcliff UFSD hereby agrees to permit the Pocantico Hills CSD student to ride a Briarcliff Bus Co. Inc. bus intended for the transportation of Briarcliff UFSD students on every day Briarcliff UFSD is in session.
3. Pocantico Hills CSD agrees to pay to Briarcliff UFSD the sum of \$280.13, to be paid on a monthly basis, from September 2017 through June 2018. Should Briarcliff UFSD permit additional Pocantico Hills CSD students to be transported

pursuant to this Agreement, Pocantico Hills CSD's share of the transportation costs shall be adjusted accordingly, based upon the number of Pocantico Hills CSD students transported to the total number of students transported.

4. Termination – This Agreement may be terminated by either party with thirty (30) days written notice, or at any time by a mutual written Agreement between the parties.
5. Briarcliff UFSD and Pocantico Hills CSD shall each procure and maintain at their own cost and expense, during the term of this Agreement, comprehensive general liability insurance. Briarcliff UFSD and Pocantico Hills CSD, respectively, shall name the other school district as an additional insured on such general liability insurance policy and shall provide evidence of such coverage to the other school district upon execution of this Agreement. Both parties have general liability insurance through NYSIR.
6. Student Conduct – Pocantico Hills CSD acknowledges that any student riding a Briarcliff UFSD bus is expected to abide by the Briarcliff UFSD Code of Conduct. In the event the Pocantico Hills CSD student is disciplined for conduct on a Briarcliff UFSD school bus, Pocantico Hills CSD shall be responsible for any disciplinary proceedings associated therewith.
7. In the event the Pocantico Hills CSD student requires support services, such as a 1:1 aide, that may be applicable during any transportation, Pocantico Hills CSD is responsible for providing such services.
8. Entire Agreement - The terms of this Agreement represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement shall be effective only if evidenced by a subsequent writing which is executed and acknowledged by the parties with the same formalities accorded this basic Agreement.
9. This Agreement is subject to approval by both Boards of Education.

**FOR BRIARCLIFF UFSD:**

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Board of Education President

\_\_\_\_\_  
Date

**FOR POCANTICO HILLS CSD:**

\_\_\_\_\_  
Board of Education President

\_\_\_\_\_  
Date